

INFORMATION AND TERMS AND CONDITIONS

Fees and Refunds

We want to make sure you understand all fees and charges associated with your course so please carefully review before signing the Student Agreement.

Any fees and charges documented in the agreement will not change during the duration of your course.

We protect your fees at all times by:

- maintaining a sufficient amount in our account so that so we are able to repay all tuition fees already paid
- through our membership of the Tuition Protection Scheme (TPS). The role of the TPS is to assist international students where we are unable to fully deliver their course of study. The TPS ensures that you can either complete your studies in another course or with another education provider or receive a refund of your unspent tuition fees
- not requiring you to pay more than 50% of course fees prior to commencement, except where a course is less than 26 weeks. However, you may choose to pay your fees in full or a greater amount than 50%. Please contact us if you would like to pay more than is documented in your student agreement.

Please note that the following fees can apply in addition to the fees advertised in the Course Brochure.

Additional fees that may apply in addition to tuition and non-tuition fees include:

ADDITIONAL FEES THAT MAY APPLY	AMOUNT
Deferral fee	Nil
Re-assessment fee (students have a total of 2 attempts and any attempt thereafter will incur the stated fee)	\$100
Fees for late payment of course fees	\$100 per week for each week the payment for course fees is delayed
Credit transfer	Nil
RPL	Application fee of \$250 Unit fee \$500



If these fees apply, they will be included in the amounts shown on the previous page. You are required to pay all fees and charges by the date indicated on the invoice. Where you are unable to make a payment by the specified date, please contact us to discuss alternative arrangements.

All payments are to be made by bank transfer into the account specified on the invoice.

Where fees are overdue and you have not made alternative arrangements, a first warning, second warning and notice of intention to report regarding non-payment of fees will be sent to you as follows:

- First warning letter: failing to pay an invoice within 5 days of receipt or contacting us to make alternative arrangements.
- Second warning letter: failing to pay an invoice within 5 days of receipt of the first warning letter or contacting us to make alternative arrangements.
- Notice of intention to report: failing to pay an invoice within 5 days of receipt of the second warning letter or contacting us to make alternative arrangements.

Following cancellation of enrolment due to non-payment of fees, your debt will be referred to a debt collection agency.

Refunds

Please carefully read the following information about refunds. This applies whether you paid the tuition and non-tuition fees or an education agent paid them on your behalf.

All application fees are non-refundable except where we cancel a course before it has started.

If we cancel a course either before or after it starts, you will receive an automatic refund and do not need to complete the Refund Application Form. The refund will be provided within 10 working days of the default.

In all other circumstances, you should complete and submit a Refund Application Form which can be accessed from our office. This form must be submitted within 10 working days of the event that led to the request for the refund. The outcome of the refund assessment will be forwarded to you within 20 working days, as well as any applicable refund.

Refunds will be paid to you or to the person or organisation who paid the course fees and will be paid in Australian Dollars.

The refund policy does not remove your right to take further action under Australian Consumer Law.

In addition to the above circumstances, refunds apply as follows:

CIRCUMSTANCE	REFUND DUE
Educare cancels course before commencement.	Full refund of all fees.



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CIRCUMSTANCE	REFUND DUE
Educare cancels course following commencement.	Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Educare has not provided a Student Agreement that meets the requirements of the National Code 2018.	Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student withdraws up to 4 weeks prior to course commencement.	Application fee not refunded. Refund of all other fees and charges.
Student withdraws less than 4 weeks prior to course commencement.	Application fee not refunded. Refund of 90% of all other fees and charges.
The student does not commence on the agreed start date and has not previously withdrawn.	No refund. Fees for full study period (term) to be paid.
Student withdraws after commencement.	No refund. Fees for full study period (term) to be paid.
Student's enrolment is cancelled due to disciplinary action.	No refund. Fees for full study period (term) to be paid.
Student breaches a visa condition.	No refund. Fees for full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing Educare to withdraw the offer of the course prior to commencement.	No refund. Fees for full study period (term) to be paid.
The student is refused a visa because they did not pay start their course at the agreed location on the agreed starting day or they withdrew from their course with Educare or they did not pay an amount due.	No refund. Fees for full study period (term) to be paid.



CIRCUMSTANCE	REFUND DUE
The student is refused a visa and therefore does not commence their course on the agreed starting day or withdraws from the course on or before the agreed starting day because of the visa refusal.	The refund amount is calculated as follows: The total amount of all course fees (tuition and any non-tuition fees) received before the default day minus either 5% of the amount of course fees or \$500 – whichever is the lesser amount. <i>As an example, to illustrate this, if Raj has paid \$1,500 in course fees but has his visa refused, 5% of \$1,500 is \$75. As this is a lesser amount than \$500 this is what will be paid as a refund i.e., the refund amount will be \$1,425.</i>
The student is refused a visa and has already commenced their course.	The refund amount is calculated as follows: The weekly tuition fee x weeks in the default period. <i>As an example, to illustrate this, Raj is studying a 40-week course. Each term is 10 weeks. The total fees for Raj's course are \$10,000 in tuition fees and \$500 in material fees. Raj pays the first term's tuition fees of \$2,500 plus non-tuition fees of \$500. However, Raj completes 2 weeks (14 days) of his course but then has his visa refused.</i> <i>The weekly tuition fees for this course amount to \$250 per week.</i> <i>The number of weeks in the default period is 8 weeks (56 days) i.e., to the end of the first term.</i> <i>Raj is therefore eligible to receive a refund of \$2,000 i.e., the weekly tuition fees of \$250 x the number for weeks in the default period of 8 weeks. Raj won't be eligible to have the non-tuition fees refunded.</i>

COMPLAINTS AND APPEALS

We sincerely hope not, but from time to time you may be unhappy with the services we provide or want to appeal a decision we have made. We take your complaints and appeals seriously and will ensure in assessing them that we look at the causes and action that we can take to ensure it does not happen again/reduce the likelihood of it happening again.



Complaints can be made against us as the RTO, our trainers and assessors and other staff, another learner of Educare as well as any third party that provides services on our behalf such as education agents.

Complaints can be in relation to any aspect of our services.

Appeals can be made in respect of any decision made by Educare. An appeal is a request for Educare's decision to be reviewed in relation to a matter, including assessment appeals.

In managing complaints, we will ensure that the principles of natural justice and procedural fairness are adopted at every stage of the complaint process. This means that we will review each complaint or appeal in an objective and consistent manner and give everyone the opportunity to present their point of view.

Our internal complaints and appeals process can be accessed at no cost.

We do encourage you to firstly seek to address the issue informally by discussing it with the person involved.

However, if you do not feel comfortable with this or you have tried this and did not get the outcome you wished you can access the formal complaints and appeals process.

If you want to make a complaint or appeal, you must:

- submit your complaint or appeal in writing using the complaints and appeals form. The complaints and appeals form outlines the information that should be provided and can be accessed from reception
- submit your complaint within 30 calendar days of the incident or in the case of an appeal within 30 calendar days of the decision being made.

We will acknowledge your complaint, or appeal will be acknowledged in writing within 3 working days of receipt.

We will review your complaint, or appeal will commence within 5 working days of receiving the complaints.

Complaints and appeals will be finalised as soon as practicable or within 30 calendar days. However, where the complaint or appeal is expected to take more than 60 calendar days to process, Educare will write to inform the complainant or appellant of this including the reasons for such. Following this update, regular updates will be provided of progress.

For assessment appeals, we will appoint an independent assessor to conduct a review of an assessment decision that is being appealed.

We will communicate the result of the complaints and appeals process to you in writing, and this will include the reasons for the decision.

If you do need to come in for a meeting, you can have a support person of your choice present to assist you to resolve the complaint or appeal.



Generally, your enrolment will be maintained throughout any internal appeals process that concerns a decision to report you.

Additionally, if the appeal is against our decision to report you for unsatisfactory course progress or attendance, your will be maintained until the external process is completed and has supported or not our decision to report you.

If the appeal is against our decision to defer, suspend or cancel your enrolment due to misbehaviour, we will only take action after the outcome of the internal appeals process.

INDEPENDENT PARTIES

Where the internal process has failed to resolve the complaint or appeal, you will be able to take your case to the **Overseas Students Ombudsman (OSO)**.

International students may complain to the OSO about a range of circumstances including:

- being refused admission to a course
- course fees and refunds
- being refused a course transfer
- course progress or attendance
- cancellation of enrolment
- accommodation or work arranged by Educare
- incorrect advice given by an education agent.
- taking too long in certain processes such as issuing results
- not delivering the services indicated in the Student Agreement.

More information can be found at:

<http://www.ombudsman.gov.au/making-a-complaint/overseas-students#quality-of-education-provider>

You can access this service at no cost in relation to matters that cannot be resolved through internal processes. Further information and contact details are included below.

We will cooperate in full with the OSO and will immediately implement their decisions or recommendations and/or take preventative or corrective action required by the decision or recommendation.

We will communicate all actions to you in writing based on the OSO's decision.

Complaints can also be made to the organisations indicated below:

National Training Complaints Hotline

The National Training Complaints Hotline is a national service for consumers to register complaints concerning vocational education and training. The service refers consumers to the appropriate agency/authority/jurisdiction to assist with their complaint. Access to the Hotline is through:



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EMAIL: INFO@EIC.NSW.EDU.AU

Phone: 13 38 73, Monday–Friday, 8am to 6pm nationally

Email: ntch@education.gov.au

Australian Skills Quality Authority (ASQA)

Complainants may also complain to our registering body, Australian Skills Quality Authority (ASQA). It is important to understand that ASQA does not act as an advocate for individual students and is not responsible for resolving disputes between students and training providers. ASQA only uses information from all complaints as intelligence to inform regulatory activities. More information can be found at:

<https://www.asqa.gov.au/complaints>

Nothing in this policy and procedure limits the rights of an individual to take action under Australia's Consumer Protection laws and it does not circumscribe an individual's rights to pursue other legal remedies.

PRIVACY NOTICE

WHY WE COLLECT YOUR PERSONAL INFORMATION

As a registered training organisation (RTO), we collect your personal information so we can process and manage your enrolment in a vocational education and training (VET) course with us. If you do not provide this information, we will be unable to process your enrolment.

HOW WE USE YOUR PERSONAL INFORMATION

We use your personal information to enable us to deliver VET courses to you, and otherwise, as needed, to comply with our obligations as an RTO.

HOW WE DISCLOSE YOUR PERSONAL INFORMATION

We are required by law (under the National Vocational Education and Training Regulator Act 2011 (Cth) (NVETR Act)) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector.

We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.



HOW NCVER AND OTHER BODIES HANDLE YOUR PERSONAL INFORMATION

The NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the Privacy Act 1988 (Cth) (Privacy Act) and the NVETR Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market.

The NCVER is authorised to disclose information to the Australian Government Department of Employment and Workplace Relations (DEWR), Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

- administration of VET, including program administration, regulation, monitoring and evaluation
- facilitation of statistics and research relating to education, including surveys and data linkage
- understanding how the VET market operates, for policy, workforce planning and consumer information.

The NCVER may also disclose personal information to persons engaged by NCVER to conduct research on NCVER's behalf.

The NCVER does not intend to disclose your personal information to any overseas recipients. For more information about how the NCVER will handle your personal information please refer to the NCVER's Privacy Policy at www.ncver.edu.au/privacy.

If you would like to seek access to or correct your information, in the first instance, please contact us using the contact details listed below.

DEWR is authorised by law, including the Privacy Act and the NVETR Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how DEWR will handle your personal information, please refer to the DEWR VET Privacy Notice at <https://www.dewr.gov.au/national-vet-data/vet-privacy-notice>.

SURVEYS

You may receive a student survey which may be run by a government department or an NCVER employee, agent, third-party contractor or another authorised agency. Please note you may opt out of the survey at the time of being contacted.

CONTACT INFORMATION

At any time, you may contact Educare to:

- request access to your personal information



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- correct your personal information
- make a complaint about how your personal information has been handled
- ask a question about this Privacy Notice.

Our contact details are:

Email: info@eic.nsw.edu.au

Phone: 02 7804 4541

You may also request our privacy policy if you wish.